



MMTC LIMITED

CORE-1, SCOPE COMPLEX, 7, INSTITUTIONAL AREA, LODHI ROAD,  
NEW DELHI – 110 003 TELEPHONE NO: 011-24362200 ext 1478, 011-24361560/1590

No: MMTC/CO/COMP/AMCIPS/2014/01

DATE: 16 May 2014

## REQUEST FOR PROPOSAL

**SUBJECT:** MMTC invites tender for “The renewal of IBM ISS Intrusion Prevention System and Vulnerability scanner software’s technical support, versions update and security content updates at MMTC New Delhi.”

### INTRODUCTION

1

MMTC was established in 1963, and is today India's leading international trading company, with a turnover of over US\$ 5 billion. It is the first international trading company of India to be given the coveted status "SUPER STAR TRADING HOUSE" and it is the first Public Sector Enterprise to be accorded the status of "GOLDEN SUPER STAR TRADING HOUSE" for long standing contribution to exports. MMTC is the largest non-oil importer in India. MMTC's diverse trade activities encompass Third Country Trade, Joint Ventures, Link Deals - all modern day tools of international trading. Its vast international trade network, which includes a wholly owned international subsidiary in Singapore, spans more than 85 countries in Asia, Europe, Africa, Oceania and Americas, giving MMTC global market coverage.

#### 1.2 **PRESENT IT SETUP**

MMTC has installed and commissioned the LAN and private WAN network at its Corporate Office at Scope Complex, New Delhi and its regional offices and sub-regional offices across India. ERP operations on LAN and WAN is used through CITRIX Presentations Server, RSA Servers and IPS

##### **Current setup is as follows:**

1. Provental Network IPS GX 5008-C (1), External Power Failure By Pass Unit
2. SiteProtector plus
3. Internet Scanner (for 50 IP's)
4. Technical Support Advance Exchange, and updates for Provental GX-5008-C

#### 1.3 **BID PROCESS**

The bidding for the project would be in single submission comprising two-stage system. First stage would be evaluation of technical parameters of the bidders based on their Technical Bids. Second stage would be the evaluation of financial bids of technically qualified bidders.

MMTC reserves the right to reject any or all of the bids without assigning any reason and the decision of MMTC in this regard shall be final.

#### 1.4 **ELIGIBILITY CRITERIA**

1.4.1 Eligibility for technical evaluation - Documents to be submitted along with the technical Bid of Tender Document.

- 1) The bidder must be an Indian entity.
- 2) Bidder should provide at least one work order for Maintenance/support for each of the products mentioned in the scope of work of this tender.
- 3) Bidder should be financially sound i.e. it must have made profits in atleast (2) two financial years including last financial year i.e. 2013-14 in the preceding last three (3) years. (2011-12, 2012-13, 2013-14)(Audited annual accounts copy to be submitted)
- 4) Turnover of bidding company from IT products and Services for the last two financial years must exceed Rs. 10 Crore per year. (Certificate from CA to be enclosed).

1.4.2 Other documents to be submitted

1. Bidders should provide list of clients being serviced.
2. Bidder must comply with all terms and conditions of the tender.

The documentary evidence in respect of all the above points would have to be provided while submitting Technical bids. Technical Bids not accompanied by documentary evidence are liable to be rejected.

#### 1.5 **Disclaimer**

The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document. This RFP document is not an agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide Bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MMTC to consider the investment objectives, financial situation and particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MMTC and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## **B. SCOPE OF WORK**

### **STANDARD SUPPORT AND MAINTENANCE of**

1. Technical Support, Advance Exchange, and updates for Proventia Gx5008-C-1-M (Qty:01)
2. Technical Support, Advance Exchange, and updates for by pass unit (4 TX-Copper Segment, BYP-4T-OS-OL-M) (Qty:01)
3. Site Protector Plus Technical Support and Updates (SP-PLS-M)(Qty:01)
4. Technical Support & Content updates for Internet Scanner (NSB-1-MB) (Qty 50)

#### **With following services:-**

### **I Access and Response**

1. Telephone Access to Technical Support
2. Electronic Access via My ISS Customer Portal Online incident creation, tracking and updates, ISS Knowledgebase Product updates and documentation, X-Force Research and Education seminars
3. Incident Response Targets

### **II X-PRESS UPDATES AND RELEASES**

1. X-Press Security Updates
2. Product Updates and Enhancements
3. Advance Hardware Exchange Program

### **III PROACTIVE SUPPORT SERVICES**

1. Alerts and Advisories
2. Updates and Information
3. Unlimited Access to X-Force Database

**C. CALL REGISTRATION AND COMPLETION**

1. All the maintenance calls will be logged using the complaint e-mail ID or the Call Register maintained in the Computer Division or any other mutually agreed mechanism.
2. Completion of calls will be the owner of the system in the division. In case these officers are not available, their nominee will sign. Service Provider will prepare the call service slips in triplicate. MMTC User & SERVICE provider Engineer will sign these. One copy will be given to the user and one copy will be submitted to the Computer Division controlling officers Third copy will be retained by Service Provider. No other documents will be used to workout downtime for penalty calculation.

**D. INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS**

**D.1. Cost of Tender Preparation:**

The bidder shall bear all costs associated with preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

**D.2. Clarification of Tendering Document:**

Bidders requiring clarification on tender document or for clarification sought for existing IT infrastructure may notify MMTC in writing or by fax or email. MMTC shall respond such clarification in writing or by fax or email, which is received at least five working days prior to the date of submission of bid.

**D.3. Amendments to tender information:**

MMTC reserves the right to make revisions or amendments to the tender documents prior to the closing date of the tender. Such revisions or amendments shall be announced by an addendum or corrigendum.

**D.4. Prices:**

- 4.1 Prices quoted shall be firm and not subject to variation on any account.
  - a. The prices stated in the tenders shall include all taxes, charges, duties, incidental expenses etc. The prices stated are also to include all rights (if any) of patent; registered design or trademark and the Bidder shall be responsible against all claims in this respect.

**D.5. Validity:**

The bidder shall hold valid their bids for 90 days from the closing date of the tender. In exceptional circumstances, prior to the expiry of the original tender validity period, MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Earnest Money Deposit (EMD). A bidder agreeing in the request will not be permitted to modify his tender, but will be required to extend the validity correspondingly.

**D.6 Earnest Money Deposit:**

An Earnest Money Deposit of Rs10,000/- (Rupees Ten Thousand only) in form of a crossed banker's cheque, Bank Draft favouring "MMTC Limited" drawn on any 'Nationalized Bank or first class International Bank payable at Delhi/New Delhi be accompanied with the offer; failing which the offer will not be considered. The said earnest money deposit will be refunded to unsuccessful bidders. Also the said earnest money deposit will be refunded to successful bidder on submission of Performance Guarantee. **Earnest Money to be deposited along with the Technical bid. 'The bid furnished without EMD amount would liable to be rejected.**

**D.7 Signing and Stamping:**

7.1 The bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Company's/Firm's authorized official and will bind to the Company/Firm to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures. **Non-Compliance would result in bid liable to be rejected.**

7.2 The original and copies of the tender shall be signed by a person or persons duly authorized to bind the bidder to the contract. Power of authorization shall be furnished in the form of a written Power of Attorney which shall accompany the tender. The tender documents and the related attachments shall be duly signed and stamped so as to indicate the first and second names of the signatory/signatories clearly.

**D.8. Address:**

The bidder shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

**D.9 Procedure for submission of offers:**

The quotation shall be submitted in two parts, Technical and Commercial and must be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "COMMERCIAL BID". These two sealed envelopes need to be enclosed in one sealed envelope/cover. **The EMD DD/Pay order must form part of Technical quotation envelope.**

**D.10.** Sealed offers shall be submitted at the following address of MMTC, not later than **1500 hours on 2.06.2014 (Monday)**. Offers delivered after this time and date shall be summarily rejected and returned unopened.

Mr. Mohit Khanna  
Manager (Systems)  
5<sup>th</sup> Floor, Computer Division  
MMTC Limited, Core-I, Scope complex,  
Lodhi Road,  
New Delhi – 110 003

The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 hours on 2.06.2014 (Monday)**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

**D.11. Corrections:**

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped. Non compliance will result in bid liable to be rejected.

**D.12. Acceptance of Tenders:**

MMTC reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.

**D.13. Performance Guarantee on ₹ 100 Stamp Paper (PG): (As at Annexure-II)**

13.1 The successful Bidder, at its own expense, shall submit a Performance Guarantee within thirty days of the date of notice of the award of the Contract. A Performance Bank Guarantee, payable on demand, for an amount calculating at the rate of twenty percent (20%) of the contract value.

13.2 Performance Bank Guarantee must be irrevocable and drawn on a Scheduled Bank in favour of MMTC, payable at Delhi/New Delhi.

13.3 Failure of the successful Bidder to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

13.4 The Performance Bank Guarantee may be discharged / returned by MMTC after the completion of the Contract upon being satisfied that successful Bidder has successfully performed its obligations under the Contract. The Performance Bank Guarantee shall be valid for the entire duration of the Contract period plus three months thereafter.

13.5 In the event the successful Bidder being unable to perform its obligations under the Contract, during the Contract period, for whatsoever reason, the Performance Bank Guarantee would be encashed by MMTC.

**D.14. Payment Terms:**

- 14.1 MMTC shall release half yearly payment on satisfactory completion of the first half period after submission of following documents/reports before release of payment towards Annual Maintenance Contract.
- 14.2 Payment towards renewal of license will be made on receipt of the licenses and installation/updating on the servers by the bidder and receipt of the following documents.
- i) Submission of performance guarantee as mentioned at clause no. D.13
  - ii) Invoices

**D.15 Taxes, Duties, Levies and Incidental Expenses:**

The bidder will bear all Taxes, Duties, Levies and Incidental expenses including Boarding, Lodging & conveyance etc. of the team.

**D.16. Delays in the bidder's Performance:**

Delay by the bidder in the performance of its obligations shall render the bidder liable to any or all of the following sanctions:-

1. Invocation of its Performance Guarantee.
2. Imposition of liquidated damages, and/or
3. Termination of the Contract for Default.

**D.17. Delivery and Location:**

- 17.1 The renewal of software mentioned at Annexure-I to be done in 4 (four) weeks.
- 17.2 The Comprehensive Annual Maintenance services to be provided at corporate office New Delhi and Regional office Chennai at DRS site.

**D.18. Indemnity:**

Bidder shall at all times indemnify MMTC being unlimited with the time, against all claims, which may be made in respect of the said work for infringement of any rights protected by patent registration, design or trade mark. In the event of any claim in respect of any alleged breach of a patent, registered design or trade being made against MMTC, it shall notify to the Bidder and the Bidder shall at his own expense, either settle any such dispute or conduct any litigation that may arise, there from.

**D.19. Liquidated Damages:**

The timely services are essence of the contract. In the event of service provider failure to deliver the services as detailed at scope of work within the stipulated period, the liquidated damages payable by them @ 2% per week of the order value subject to a maximum of 20% of total order value.

**D.20. Force Majeure:**

The force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc. The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

**D.21. Arbitration:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning ad operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be New Delhi.

**D.22 TERMINATION FOR DEFAULT:**

- 22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part. If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; If the Supplier fails to perform any other obligation(s) under the Contract; and If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 22.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to paragraph 26.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

**D.23 SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or any other person or persons contracting through the purchaser and set off the same against any claim of the Purchaser or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or such other person or persons contracting through purchaser.

**D.24 AWARD CRITERIA**

MMTC will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. However, MMTC shall not be bound to accept the lowest or any bid and reserves unequivocally the right to accept any bid, wholly or in part.

**D.25 NOTIFICATION OF AWARD**

The acceptance of a bid, subject to the signing of the Contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder. Any change of address of the Bidder, therefore, should be promptly notified in writing to MMTC.

**D.26 SIGNING OF THE CONTRACT**

The successful Bidder shall be required to enter into a formal Contract and Non – Disclosure Agreement with MMTC within Thirty (30) days of the award of the Contract or within such extended period, as may be specified by MMTC.

**E. SPECIAL TERMS & CONDITIONS for e-Tender**

E-tender is available on MMTC e-procurement website <https://mmtc.eproc.in> for online bidding process. For this, Bidder is required to obtain minimum class II digital signature (meant for etendering) from any of Certifying Authority recognized by Controller of Certifying Authority([www.cca.gov.in](http://www.cca.gov.in)) and have to register with e-procurement portal <https://tenderwizard.com/MMTC> (a one time activity) independent of each other as given below. The bidder should obtain digital certificate to participate in the tender. The procedure for obtaining Digital Certificate is given in the web site <https://mmtc.eproc.in>.

In case of any difficulty either mail or talk to the Technical Support Engineer, whose contact details are given below.

Interested bidders have to participate in e-Tender and submit their bids online through e-portal <https://tenderwizard.com/MMTC> latest by 1500 Hrs on 2.06.2014. In case, they need any technical support on e-bidding process, bidder may visit Help Desk section of e-procurement portal. Bidders are advised to quote/submit their offers well in advance to avoid last minute hassles.

Earnest Money in physical form should reach us on or before closing date and time of tender

**Commercial Bid.**

FEES (in INR):

<b>Service Offering</b>	<b>Total Charges (in Rs.)</b>	<b>Contract Period</b>
<p><b>STANDARD SUPPORT AND MAINTENANCE of</b></p> <ol style="list-style-type: none"> <li>1. Technical Support, Advance Exchange, and updates for Proventia Gx5008-C-1-M (Qty:01)</li> <li>2. Technical Support, Advance Exchange, and updates for by pass unit (4 TX-Copper Segment, BYP-4T-OS-OL-M) (Qty:01)</li> <li>3. Site Protector Plus Technical Support and Updates (SP-PLS-M)(Qty:01)</li> <li>4. Technical Support &amp; Content updates for Internet Scanner (NSB-1-MB) (Qty 50)</li> </ol> <p><b>With following services:-</b></p> <p><b>I Access and Response</b></p> <ol style="list-style-type: none"> <li>4. Telephone Access to Technical Support</li> <li>5. Electronic Access via My ISS Customer Portal Online incident creation, tracking and updates, ISS Knowledgebase Product updates and documentation, X-Force Research and Education seminars</li> <li>6. Incident Response Targets</li> </ol> <p><b>II X-PRESS UPDATES AND RELEASES</b></p> <ol style="list-style-type: none"> <li>4. X-Press Security Updates</li> <li>5. Product Updates and Enhancements</li> <li>6. Advance Hardware Exchange Program</li> </ol> <p><b>III PROACTIVE SUPPORT SERVICES</b></p> <ol style="list-style-type: none"> <li>4. Alerts and Advisories</li> <li>5. Updates and Information</li> <li>6. Unlimited Access to X-Force Database</li> </ol>		1.6.2014 to 31.5.2015
Taxes & Levies, if any (in Rs. Terms)		
<b>TOTAL</b>		

Please Note while quoting-

The rates quoted above should be inclusive of all expenses including out of pocket expenses, travel, boarding lodging etc. at the respective locations. If there are any other charges quoted separately the bid will not be considered and may be disqualified.

Taxes and Levies to be specified clearly in Rs. term.

If no taxes and levies are mentioned then the quote will be treated as all inclusive of taxes.